



**Second Amendment to
Performance Guarantee Agreement & Limited Warranty Agreement**

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe AZ 85281 East Valley Bus and Operations Maintenance Facility SES 1 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(480) 350-8516	Phone	(650) 638-1028
Fax	(480) 858-7701	Fax	(650) 560-6460
E-mail	Michael_greene@tempe.gov	E-mail	Contracts@solarcity.com

The Performance Guarantee Agreement & Limited Warranty Agreement dated October 2, 2015, as amended on August 4, 2016 (collectively, the "Agreement"), between SolarCity Corporation (the "Seller") and City of Tempe (the "Purchaser") for East Valley Bus and Operations Maintenance Facility SES 1 is hereby amended, effective when executed by the Parties below, as follows:

Section 2, subsection C, "Guaranteed Annual kWh" is replaced with the following:

C. "Guaranteed Annual kWh":

Year	Guaranteed kWh
Year 1 (95%)	820,220
Year 2 (95%)	816,118
Year 3 (95%)	812,038
Year 4 (95%)	807,978
Year 5 (aggregate of years 1-5 @ 100%)	4,273,991
Year 6 (95%)	799,918
Year 7 (95%)	795,919
Year 8 (95%)	791,939
Year 9 (95%)	787,979
Year 10 (aggregate of years 6-10 @ 100%)	4,168,204
Year 11 (95%)	780,119
Year 12 (95%)	776,219
Year 13 (95%)	772,337
Year 14 (95%)	768,476
Year 15 (aggregate of years 11-15 @ 100%)	4,065,036
Year 16 (95%)	760,810
Year 17 (95%)	757,006
Year 18 (95%)	753,221
Year 19 (95%)	749,455
Year 20 (aggregate of years 16-20 @ 100%)	3,964,421

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

City of Tempe

SolarCity Corporation

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Second Amendment to
Solar Services Agreement**

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe AZ 85281 East Valley Bus and Operations Maintenance Facility SES 1 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(480) 350-8516	Phone	(650) 638-1028
Fax	(480) 858-7701	Fax	(650) 560-6460
E-mail	Michael_greene@tempe.gov	E-mail	Contracts@solarcity.com
Purchaser (check one)	<input checked="" type="checkbox"/> owns the Facility <input type="checkbox"/> leases the Facility		

The Solar Services Agreement dated October 2, 2015, as amended on August 4, 2016 (collectively, the "Agreement"), between SolarCity Corporation (the "Seller") and City of Tempe (the "Purchaser") for East Valley Bus and Operations Maintenance Facility SES 1 is hereby amended, effective when executed by the Parties below, as follows:

1. **Exhibit 1, Finance Attachment** is replaced in its entirety with the attached **Exhibit 1, Finance Attachment**; and
2. **Exhibit 2, System Description** is replaced in its entirety with the attached **Exhibit 2, System Description**.

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

City of Tempe

SolarCity Corporation

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Finance Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to Two (2) Additional Terms of Five (5) years each.
3. **Environmental Incentives and Environment Attributes.** Notwithstanding anything to the contrary in the Solar Services Agreement (including, without limitation, Section 5, 6(a), and 16(a) of the General Terms and Conditions), the Environmental Incentives and Environmental Attributes (but not the Tax Credits) accrue to Purchaser. Purchaser has, in turn, assigned payments of the Environmental Incentives to Seller.
4. **Contract Price:**

YEAR	CONTRACT PRICE PER KWH
1	\$0.0580
2	\$0.0580
3	\$0.0580
4	\$0.0580
5	\$0.0580
6	\$0.0580
7	\$0.0580
8	\$0.0580
9	\$0.0580
10	\$0.0580
11	\$0.0580
12	\$0.0580
13	\$0.0580
14	\$0.0580
15	\$0.0580
16	\$0.0580
17	\$0.0580
18	\$0.0580
19	\$0.0580
20	\$0.0580

5. **Condition Satisfaction Date:** 180 days after the Effective Date
6. **Anticipated Commercial Operation Date:** 270 days after the Effective Date
7. **Outside Commercial Operation Date:** January 31, 2017
8. **Purchase Option Price**

End of Contract Year	Purchase Price*
6	\$865,266
10	\$800,161
20	Fair Market Value

*Higher of Fair Market Value of System or amount specified

9. Termination Value:

Contract Year	Termination Value
1	\$1,802,824
2	\$1,554,111
3	\$1,223,006
4	\$963,794
5	\$747,367
6	\$526,806
7	\$467,517
8	\$442,300
9	\$416,065
10	\$388,760
11	\$360,331
12	\$330,719
13	\$299,865
14	\$267,705
15	\$234,172
16	\$199,198
17	\$162,709
18	\$124,627
19	\$84,872
20	\$43,359

- 10. Rebate Variance:** All prices in this Agreement are calculated based on an SRP rebate of \$0.00/kW and is subject to City of Tempe approval no later than 30 days after SRP incentive award. If the City of Tempe takes no action prior to the end of such 30 day period, the City of Tempe will be deemed to have approved all pricing in this Agreement. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received, provided, however, that Purchaser shall have the right to terminate this Agreement if it does not accept the pro-rata adjustment.

Exhibit 2

System Description

1. **System Location:** 2050 W Rio Salado Pkwy, Tempe AZ
2. **System Size (DC kW):** 536.760 kW
3. **Expected First Year Energy Production (kWh):** 863,389 kWh
4. **Scope:** Project for East Valley Bus and Operations Maintenance Facility SES 1
5. **Expected Module(s):**

QUANTITY	MAKE	MODEL	STC WATTS	PTC WATTS
1,704	Trina Solar	TSM-315PD14.18	315 W	289.5 W

6. **Expected Inverter(s):**

QUANTITY	MAKE	MODEL	RATED POWER	EFFICIENCY
16	Fronius	Fronius Symo 24.0-3 480	24 kW	98.0 %

7. **Expected Structure:** Roof Mount